Part I – The Schedule

Section C

Performance Work Statement

C.01 MOAB PROJECT OVERVIEW

C.1.1 BACKGROUND

The DOE Moab Project Site is approximately 3 miles northwest of the City of Moab in Grand County, Utah, and includes the former Atlas Minerals Corporation (Atlas) uranium-ore processing facility. The site is situated on the west bank of the Colorado River at the confluence with Moab Wash. The site encompasses approximately 435 acres, of which approximately 130 acres are covered by the uranium mill tailings pile.

The processing facility was constructed in 1956 by the Uranium Reduction Company, which operated the facility until 1962 when the property was sold to Atlas. Atlas operated the site until 1984 under a license and regulatory authority provided by the Nuclear Regulatory Commission (NRC) in accordance with Title II of the Uranium Mill Tailings Radiation Control Act (UMTRCA). When the processing operations ceased in 1984, approximately 16 million tons (12 million cubic yards) of uranium tailings or residual radioactive material (RRM) (the term *RRM* is used throughout the contract in accordance with Title 40 Code of Federal Regulations (CFR) Part 192 to reference the tailings and other contaminated materials, including debris, from uranium/vanadium processing) and contaminated soil had been stored in an unlined impoundment located in the northwest portion of the property.

Atlas proposed to reclaim the tailings pile for permanent disposal in its current location. As a result of the Atlas proposal, the NRC developed an *Environmental Impact Statement* (EIS) that focused primarily on on-site reclamation of the mill tailings. Atlas declared bankruptcy in 1998, and in doing so, relinquished its license and forfeited its reclamation bond. Because NRC could not legally possess a site it regulated, NRC appointed PricewaterhouseCoopers as the trustee of the Moab Mill Reclamation Trust and the licensee for the site. The trustee used the forfeited reclamation bond funds to initiate site reclamation, conduct ground water studies, and perform site maintenance activities.

The Floyd D. Spence National Defense Authorization Act for Fiscal Year 2001, Public Law 106-398 (the Act) stipulated that the license issued by NRC for the materials at the Moab Site be terminated and that the title and responsibility for cleanup be transferred to the DOE. Title to the site was transferred to DOE on October 25, 2001. Specifically, the EM Office in Grand Junction, Colorado, now has primary responsibility for the Moab Site. The Moab UMTRA Project (Moab Project) is responsible for the remediation of the Moab site, in accordance with surface cleanup standards specified in 40 CFR 192, Subpart A – Standards for the Control of Residual Radioactive Materials from Inactive Uranium Processing Sites, Subpart B – Standards for Cleanup of Land and Buildings Contaminated with Residual Radioactive Materials from Inactive Uranium

Processing Sites, and Subpart C – Implementation. The Moab Project is subject to 10 CFR 835, Occupational Radiation Protection.

The Act further designated that the Moab Site undergo remediation in accordance with Title I of the UMTRCA, though certain sections of UMTRCA shall not apply. In accordance with the Act, DOE developed a Draft Plan for Remediation that evaluated DOE's remediation decision-making process and related technical issues. DOE approved the *Final Environmental Impact Statement* (FEIS) on July 25, 2005, which fulfilled the National Environmental Policy Act (NEPA) requirement of considering the full range of reasonable alternatives and associated environmental effects of significant federal actions. The preferred alternative identified in the FEIS included relocation of the tailings and associated wastes to the Crescent Junction off-site waste disposal site using rail transportation as the primary transportation mode, with active ground water remediation. A *Record of Decision* (ROD) identifying the final remedy, consistent with the FEIS preferred alternative, was published on September 14, 2005. An Amended Record of Decision for the Remediation was approved in February 29, 2008. The ROD Amendment increased the flexibility to relocate the residual RRM using rail or truck.

C.1.2 PURPOSE

The scope of the Moab Project is to relocate mill tailings, associated wastes, and other contaminated materials from the former uranium-ore processing facility site (presently the Moab Site), and contaminated materials from one off-site vicinity property in Moab, Utah, to a DOE-constructed engineered disposal facility near Crescent Junction, Utah. The scope includes the maintenance of facilities, grounds, and railroad structures at the Moab Site and the Crescent Junction disposal cell, necessary to continue relocation of the mill tailings and associated wastes. The purpose of this End State Contract is two-fold: first, to achieve Project completion by completing the cleanup of the Moab site, including the excavation of the tailings pile site and remediation of the contaminated sub-pile below the tailings pile. Project completion includes completing the installation of the disposal cell final cover, and restoration of the Moab and Crescent Junction sites.

The second purpose of this End State Contract is to achieve a significant reduction to risk and financial liability through provision of the best overall optimal solution for accelerated Project completion and closure. The DOE's goal is to efficiently optimize the scope, cost, and schedule associated with performance of all work while ensuring quality and protecting the safety of the workers, environment, and the public. This will reduce EM's environmental liability, which will result in meeting the Department's strategic goals sooner. To this end, the annual amount of RRM tonnage remediated per year may vary throughout the contract ordering period based on the Contractor's Closure Strategy if varying the remediation tonnage will reduce lifecycle environmental risk and financial liability to the maximum extent practicable.

C.02 PROJECT SUPPORT PERFORMANCE REQUIREMENTS

The following sections define the programs that must exist to safely and effectively perform the cleanup mission at the Moab UMTRA Project and related facilities. The requirements and associated implementing instructions established under these programs shall be applied to all work within the PWS.

C.2.1. PROJECT MANAGEMENT

a. Successful execution of the project management work scope will ensure cost and schedule efficiency while minimizing programmatic risks. The Contractor shall ensure that project management practices are used in the performance of work including the development of plans, baselines, disciplined change control processes, and service level agreements.

b. The Contractor shall prepare and submit for DOE approval a comprehensive Lifecycle Baseline (LCB) based on the Closure Strategy submitted with its Master IDIQ Contract proposal. The LCB shall encompass the major activities of all parties to the Moab UMTRA Project for achievement of the Moab Site's end-state.

c. The Contractor shall provide all management and technical information to:

(1) Be consistent with the requirements of DOE O 413.3, when applicable and appropriate.

(2) Support the budget formulation activities including, but not limited to; emerging work items list, budget formulation input (including Integrated Priority List), the fall limited budget update submission, budget scenario development, and budget presentations (such as public and regulatory briefings, etc.).

(3) Meet the data requirements of the DOE Integrated Planning, Accountability, and Budgeting System (IPABS).

(4) Ensure transparency in project performance and efficiency in project execution.

(5) Support audits, evaluations, and external technical reviews.

(6) Support other DOE project performance assessments and information needs.

d. All project management information developed under this contract shall be accessible electronically by DOE. The desired outcome is predictable and consistent Contractor performance aligned to customer needs conducted within annual and multi-year baselines.

C.2.2 PROJECT INTEGRATION AND CONTROL AND EARNED VALUE MANAGEMENT

When required by the Task Order, the Contractor shall use an Earned Value Management System (EVMS) description consistent with Electronic Industries Alliance (EIA)-748, *Earned Value Management System Acceptance Guide*, and EIA-748, *Earned Value Management Intent Guide*. If, at the time of award, the Contractor's EVMS has not been determined compliant with EVMS guidelines in EIA-748, the Contracting Officer (CO) may direct the Contractor to perform work in accordance with Section I clause FAR 52.234-4, *Earned Value Management System*. Solicitation provisions and further requirements applicable to the EVMS will be provided in the Request for Task Order Proposal requiring an EVMS.

C.03 PROJECT PERFORMANCE REPORTING

The Contractor shall provide the CO project performance information to support budget planning and execution, project planning and execution; project performance reporting, audit and evaluation; and other DOE performance assessment and information needs.

C.3.1 MONTHLY PERFORMANCE REPORT

a. The Contractor shall submit and transmit to the CO a Monthly Performance Report representing the prior month's performance by the 15th (calendar date) of each month.

b. The Contractor shall ensure the Monthly Performance Report includes a summary of overall contract performance and a separate report for each of the major work scopes and projects at the Work Breakdown Structure (WBS) level.

c. The summary of contract performance includes:

(1) Key accomplishments

(2) Major issues including actions required by the Contractor and DOE;

(3) Analysis of funds expenditure, with projections for the Project by Fiscal Year and life of the Contract;

(4) Technical scope, schedule, and cost variance analysis; including implications to near term and long term milestones and deliverables at risk of being missed;

(5) Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions; and

(6) Information on any safety or quality matters that emerged or persisted during the reporting month.

d. Each of the major project reports include:

(1) Project Manager's Narrative Assessment including:

(i) Significant accomplishments and progress towards completion of project goals and objectives;

(ii) Key risks and challenges; and

(iii) Evaluation of safety performance (including Integrated Safety Management Systems [ISMS] metrics and all recordable injuries, lost-time injuries, and near misses).

(2) Project Baseline Performance including information consistent with the following Office of Management and Budget (OMB) Contract Performance Report formats (DID-MGMT-81466):

(i) Format 1, DD Form 2734/1, Mar 05, *Work Breakdown Structure*;

(ii) Format 2, DD Form 2734/2, Mar 05, *Organizational Categories*;

(iii) Format 3, DD Form 2734/3, Mar 05, *Baseline*;

(iv) Format 4, DD Form 2734/4, Mar 05, *Staffing*;

(v) Format 5, DD Form 2734/5, Mar 05, *Explanations and Problem Analysis*

(3) The Contract Performance Reports shall be provided in the format forms referenced in Integrated Program Management Report (IPMR) Data Item Description (DID) DI-MGMT-81861 unless the Task Order specifies otherwise;

(4) Contract Funds Status Report (CFSR) shall be provided in accordance with Data Item Description, DI-MGMT-81468, CFSR, or equivalent;

(5) Baseline schedule status, which reflects progress against the baseline and includes critical path analysis, performance trends, variance discussion(s), and potential issues related to milestones;

(6) Contract ETCs and EACs,

(7) A change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of management reserve;

(8) Project risk assessment, including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation;

(9) The project risk assessment shall also identify the engineering and technology to reduce the risk and uncertainty with the project; and

(10) Actions required by DOE, including Government-Furnished Services/Information and DOE decisions.

C.3.2 PROJECT REVIEW MEETINGS

The Contractor shall participate in a monthly contract/project review and be prepared to address any of the information in the Monthly Performance Report and other information as requested by the CO. A weekly contract or project status meeting to provide interim updates and address issues shall be conducted at the request of the CO.

C.3.3 COST ESTIMATING

a. Cost estimates shall be credible, well documented, accurate, and comprehensive.

b. Contractor developed cost estimates form the basis of the cost baseline of the PMB and are important when evaluating proposed Contract changes. DOE uses these cost estimates for budget formulation, Contract change management, cleanup program planning, establishing a database of estimated and actual costs, and performance measurement. The Contractor shall prepare cost estimates in accordance with the requirements in Section H, *Task Ordering Procedure* of this Contract and using *The Twelve Steps of High-Quality Cost Estimating Process* identified by the Government Accountability Office (GAO) in GAO-09-3SP, *GAO Cost Estimating and Assessment Guide*, for all priced Contract actions exceeding the simplified acquisition threshold.

C.3.4 SCHEDULING

a. If required by the Task Order, the Contractor shall support DOE in the development and maintenance of a DOE Integrated Master Plan (IMP). The Contractor's Performance Measurement Baseline (PMB), when required, and Integrated Master Schedule (IMS), when required, shall integrate the Contractor's activities into the DOE Program IMP. The IMS integrates the operations activities, and other activities managed by the Contractor into one schedule. DOE will use the individual Contractor IMS from the Contractor and other site contractors to construct the IMP.

b. The Contractor shall to the extent practicable develop the IMS in accordance with the National Defense Industrial Association's *Planning & Scheduling Excellence Guide* (v3.0), and EIA748 Guidelines. The Contractor's IMS, when it is required, shall be resource loaded.

C.3.5 RISK MANAGEMENT

a. Successful execution of the site cleanup mission requires an integrated risk management program where crosscutting risks and mitigation actions are identified, communicated, and coordinated with

DOE and other site contractors. The conduct of risk management shall result in risk informed prioritization of program, project and infrastructure investments that facilitate successful project execution and program management.

b. The Contractor shall implement a risk management program. To the extent practicable, the Contractor shall also incorporate the principles of DOE G 413.3-7A, *Risk Management Guide*, and GAO 09 3SP in its risk management process.

c. The Contractor shall submit a Risk Management Plan (RMP) to DOE for approval. The plan shall identify the processes and procedures that will be implemented to address risk identification, qualitative risk assessment, quantitative risk analysis, risk handling, schedule risk analysis, risk monitoring and reporting and calculating the recommended management reserve and schedule reserve required for adequate management of Contractor-controlled risk.

d. The Contractor shall communicate its risk analysis pertaining to crosscutting decisions to DOE and other site contractors, including agreement as to who shall be the lead for managing each risk. These crosscutting impacts shall be quantified in terms of probability, cost, and schedule impact to the overall site cleanup mission where possible.

C.04 OPERATION OF THE DOE MOAB AND CRESCENT JUNCTION SITES

C.4.1 FACILITIES AND GROUNDS OPERATIONS AND MAINTENANCE

The Contractor shall operate and maintain the DOE Moab and Crescent Junction sites and provide a Facilities and Grounds Operations and Maintenance Plan that includes the maintenance of all areas, facilities, and structures at the Moab Project. See Section J, Attachment J-11, “Site Maps including Asphalt Areas”, for maps of all areas, facilities and structures for the Moab and Crescent Junction sites. The Contractor shall review and update the Facilities and Grounds Operations and Maintenance Plan annually or more frequently as needed to document changing site conditions, and submit any updates to DOE for approval. The Contractor shall ensure the Facilities and Grounds Operations and Maintenance Plan is consistent with the Lifecycle Baseline.

The Contractor’s Facilities and Grounds Operations and Maintenance Plan shall include all property, structures, and infrastructure within the Project footprint, including, but not limited to, the Former Atlas Legacy Building, Container Lidding Building, trailers, man-huts, sheds, shacks and other structures that may be occupied or used for storage of equipment and/or materials in the performance of the PWS. The list of buildings/structures at the Moab and Crescent Junction sites is provided as Section J, Attachment J-6, “List of Site Structures and Facilities”. See also Attachment J-12 for a list of maintenance requirements and frequency.

As a part of facilities and grounds maintenance at the DOE Moab and Crescent Junction sites, the Contractor shall:

a. Perform facility inspections, including equipment and/or structures, to assess facility structural integrity in accordance with Section J, Attachment J-12.

b. Maintain trailers and trailer staging areas in suitable condition for habitation including utilities until designated otherwise by DOE.

c. Maintain structures to ensure the structural integrity of the building/structure/container envelope to prevent damage to the structure, interior, or equipment from water, wind, extreme temperatures, pests or other factors that would affect the suitability of the intended use.

d. Maintain the non-occupied grounds and areas including site perimeter and staging or other fencing, water systems located at the Moab and Crescent Junction sites, sediment ponds/basins, other ponds and basins, rail and associated structures, haul roads, pedestrian and vehicle access roads, parking lots and staging areas, flag poles, ditches, underpass, transformers, utility poles and associated utility components. Ensure lighting and signage in all areas, both indoor and outdoor, are maintained in working order. See Section J, Attachment J-12, "List of Maintenance Requirements and Frequency incl. Equipment and Facilities".

e. Ensure proper working lavatory facilities and septic systems are maintained and serviced as necessary.

f. Cleanout the freshwater ponds at Moab and Crescent Junction annually and Colorado River inlet pump system, unless directed by the DOE of an alternate time schedule.

g. Provide grounds maintenance activities. This includes snow removal from personnel walkways and application of clean sand (or other material compatible with the ROD requirements) to prevent slips and falls; grading to prevent minor water accumulation; and haul road and access road maintenance.

h. The Contractor shall provide all utilities, including a continuous supply of construction and potable water to the Moab and Crescent Junction facilities.

i. Janitorial services for all administrative buildings, on a daily basis during the workweek.

   (1) The Contractor shall clean the rest rooms, sweep paved walkways, empty wastebaskets and recycle bins, vacuum, dust, clean windows, and wipe down surfaces.

   (2) The Contractor shall clean and sanitize occupied facilities to minimize COVID-19 on surfaces.

   (3) The Contractor shall occasionally rake between buildings to maintain an acceptable appearance and to help prevent slips, trips and falls.

   (4) The Contractor shall pick up trash in and around buildings and facilities and ensure the proper storage of equipment.

   (5) The Contractor shall remove vegetation as needed to minimize safety and fire hazards.

   (6) The Contractor shall contact the DOE COR to gain access to the IT server trailers to clean once a week. Attachment J-12 provides a detailed list of the maintenance activities and the schedule of such activities.

j. Implement erosion control methods to control excess water or storm water runoff, by re-contouring or re-grading, or using temporary soil stabilization techniques that may include erosion control blankets, mulch, or temporary geosynthetic material secured with restrainers such as gravel-filled bags or sand bags, appropriately spaced depending on slope and velocity. Erosion control objectives include:

(1) Providing notification to the DOE prior to implementing erosion control methods applied in RRM areas.

(2) Using clean materials in non-RRM areas with no deleterious components.

(3) Preventing and mitigating release of RRM into and from the Moab Wash.

(4) Preventing and mitigating erosion from the Crescent Junction cell and covers and the wedge, and the spread of contamination beyond control boundaries.

k. Maintain and repair asphalt and other improved surfaces at the Moab and Crescent Junction site to ensure they are usable, safe, free of broken areas, ruts, or degradation that adversely affect the structural integrity.

l. Perform maintenance activities required to sustain all property listed in Section J, Attachment J-5, "Government-Furnished Property and Information List", in a condition suitable for its designed purpose.

m. Perform preventative, predictive, and corrective/repair maintenance on Government-furnished equipment, RRM shipping containers, cranes and scales, water tanks, building HVAC systems, and instrumentation provided to accomplish this PWS (See Section J, Attachment J-12, "List of Maintenance Requirements and Frequency incl. Equipment and Facilities", and Attachment J-14, "Government-Furnished Container Inventory"). The Contractor shall disclose to the Contracting Officer (CO) whenever there is a need for replacement and/or rehabilitation of this Government-Furnished Property. The Contractor shall conduct RRM shipping container inspections during site operations, on the railcars prior to departure and upon arrival of train shipments, and during an established preventative maintenance and inspection cycle. The Contractor shall document the rail inspections and shall maintain a list of RRM shipping container inspections, maintenance, and repair.

n. The Contractor shall maintain and repair the rail lines, ties, ballast, switches on the Moab and Crescent Junction sites and all associated rail loading/unloading facilities, used to transport RRM, within the Federal Railroad Administration (FRA) and Railroad specifications.

o. The Contractor shall operate and maintain (O&M) the existing construction water system providing water to the Crescent Junction site.

(1) The construction water system includes: two Green River pumps and pump enclosures; one settling pond, fencing, and electrical; four booster pumps with diesel generators and pump enclosures; a 21-mile long pipeline from the Green River pump station to the construction water pond at Crescent Junction; and, one gravity drain fill station.

(2) The Contractor shall fuel all diesel generators to ensure they continue to provide power for the booster pumps.

(3) The Contractor shall remove sediment from the Green River sediment pond annually, unless determined in coordination with DOE that such removal is not required. See Section J, Attachment J-11, for a map of the waterline and associated equipment.

C.4.2 WASTE MANAGEMENT

The Contractor shall perform all excavation activities, including debris, necessary for operating and maintaining the waste management and waste handling systems/methods to remove the RRM and proper disposal of all other wastes onsite, with the exception of electronic wastes.

The Contractor shall maintain a Waste Management Plan. The Contractor shall review the Waste Management Plan annually, or more frequently, to document changing site conditions, and submit any updates to DOE for approval.

a. The Plan shall identify, characterize, package, transport and dispose of any waste, including secondary waste.

b. As part of the Waste Management Plan the Contractor shall describe the details of the planned excavation method, the excavation sequence based on optimizing placement of RRM, debris, and wastes from removal of structures, utilities, infrastructure, and equipment in the cell at CJ, mixing of slimes and sands, preparation and management of drying beds, size reduction or preparation of oversize debris, and water management. The Plan shall also describe RRM stockpiling, lift locations, and RRM placement and compaction in the disposal facility.

c. The Contractor shall provide waste management and disposal activities. Any waste that requires special handling, such as waste oil and non-RRM, shall be managed in accordance with the Waste Management Plan and all applicable local, state, and Federal regulations.

The Contractor shall monitor, track, and document, for reporting purposes on a weekly basis (or as requested by DOE), data on tons of RRM that are excavated, shipped and placed in identified lifts in the disposal cell. A subset of the total RRM data reported shall be the tons/volume of debris excavated, shipped, and placed. A separate subset of the total RRM data reported shall be the amount of RRM excavated, shipped, and placed that is greater than 707 pCi/g. The reporting shall also include the number of rail shipments, the tons per rail shipment, and the number of containers and railcars per shipment.

C.4.2.1 RRM EXCAVATION AT MOAB

In performing excavation activities at the DOE Moab Site, the Contractor shall:

a. Excavate all of the RRM tailings pile, including debris, off-pile RRM and subpile below the tailings pile up to a depth of 3’ below the pile per 40 CFR 192 and condition material as necessary to meet disposal requirements.

b. Load RRM, including any waste generated during site restoration and closure as required in Section C.05, into DOE-furnished containers not to exceed capacity of containers, haul trucks, and railcars. Containers containing debris shall be distinctly designated.

c. The Contractor shall size reduce and package the oversized debris as specified in the NRC-approved Remedial Action Plan or propose an alternative method for DOE approval. The contractor shall excavate the autoclaves, transport, and place them in the Crescent Junction disposal cell. The autoclave circuit consists of two parallel banks of seven 8,000-gallon autoclaves in series. They are equipped with mechanical agitators having air spurge lines mounted under the impellers. The first two autoclaves in each bank are equipped with steam coils. The autoclaves on the Moab Site are filled with dirt and asbestos-bearing pipe, and are estimated to weigh approximately 40 tons each. Each autoclave is 12’ in diameter and 14 feet tall. The Contractor shall contain the asbestos-bearing material during transportation.

d. If the Contractor determines that it is advantageous to not size reduce the debris or the oversized debris and autoclaves, the Contractor shall, with DOE approval:

(1) Coordinate with DOE, in providing information for DOE to submit a request to the NRC for a waiver to the RAIP requirements for sizing material to be placed in the disposal cell, prior to excavating and transporting the debris, oversized debris, and autoclaves.

(2) Excavate and load the debris, oversized debris, and autoclaves as specified in the waiver.

(3) Transport the debris to the disposal facility by truck or rail as specified in the waiver.

(4) When the autoclaves are delivered to the Crescent Junction disposal cell, they must be filled with DOE-approved (with NRC consent) flowable fill so that no voids exist in the vessels.

e. Placing or conditioning of RRM within the 100 year floodplain shall be conducted ONLY with the prior written approval of the Contracting Officer.

f. The Contractor shall not condition RRM on the floor of the tailings pile that has been verified as being remediated without approval of the CO.

C.4.2.2 RRM HANDLING AT MOAB SITE

The Contractor shall ensure safe and efficient transfer of RRM in accordance with the ROD and RAP. The Contractor is responsible for all aspects of the handling activities at the Moab site (movement of excavation equipment, trucks, container stackers, etc.) in all areas including haul roads, and for all activities taking place at rail sidings. The Contractor shall:

a. Operate and maintain the material handling systems (see Section J, Attachment J-12, “List of Maintenance Requirements and Frequency incl. Equipment and Facilities”).

b. Manage and operate container movement.

c. Weigh containers and conduct lidding and de-lidding operations.

d. Decontaminate the outside of the RRM containers according to 10 CFR 835 and the U.S. Department of Transportation special permit (DOT/SP/14283) for transport outside the contaminated area and inspect the containers for RRM. No visible accumulation of RRM shall be permitted.

e. Transfer loaded containers from the contamination area to haul trucks or for stockpiling in the “clean” area (the “Queue”).

f. Haul loaded RRM containers to the Moab rail bench, adjacent to Union Pacific Cane Creek Branch Line.

g. Load and unload the containers from the trucks onto rail cars. Haul empty containers to the Queue.

h. Transfer empty containers from the Queue to the contamination area to be filled with RRM.

i. Inspect the containers on the rail cars for integrity and proper placement and securement on the rail cars, any visible accumulation or spillage of RRM, and inspect rail cars for mechanical issues.

j. If required by the Task Order, the Contractor shall perform additional hillside monitoring activities and maintain the Hillside Monitoring systems. These systems may include, but are not limited to, radar-based monitoring equipment, video monitoring equipment, and the critical alarm capability for the hillside above the rail bench at the Moab site.

C.4.2.3 DUST CONTROL AT MOAB

The Contractor shall operate and maintain the clean water construction pond and the above-ground water storage tank at the Moab Site.

a. The Contractor shall use the above-ground storage tank (Klein Tank) water for dust control within the Contamination Area (CA) at the Moab site when available. Water in the above ground storage tank (Klein Tank) is extracted contaminated groundwater. Contaminated groundwater shall be used for dust control before another water source is used for dust control. When there is insufficient contaminated groundwater for dust control purposes, another water source may be used to supplement the contaminated groundwater. A different prime contractor is responsible for all of the equipment and materials that supply the contaminated ground water to the water storage tank (Klein Tank).

b. Dust control in areas outside the CA shall be performed using fresh water. The clean water construction pond at the Moab site is used to store freshwater for dust control purposes..

c. The Contractor shall provide dust control for other prime contract operations as needed and upon request.

d. If required by the Task Order, the Contractor shall maintain the groundwater extraction system and perform groundwater interim actions.

C.4.2.4 RRM HANDLING AT CRESCENT JUNCTION

The Contractor shall coordinate and operate all the related waste excavation, transport, loading/unloading and placement equipment provided by the Government listed in Section J, Attachment J-5, “Government-Furnished Property and Information List”, and supplemented by the Contractor personal equipment, on the haul road, the disposal cell, and the rail facility to accomplish disposal of the waste. The Contractor shall:

a. Operate and maintain the material handling systems at Crescent Junction (see Section J, Attachment J-12, “List of Maintenance Requirements and Frequency incl. Equipment and Facilities”).

b. Manage and operate container movement.

c. Inspect the containers on the in-bound train rail cars for integrity and proper placement and securement on the rail cars, any visible accumulation or spillage of RRM, and inspect rail cars for mechanical issues.

d. Transfer loaded containers from the train to haul trucks and place empty containers on the train for transport to the Moab site.

e. Transport the loaded containers on the haul trucks to the disposal cell RBA and unload (dump) the RRM into the cell.

f. Decontaminate the outside of the RRM containers according to 10 CFR 835 and the U.S. Department of Transportation special permit (DOT/SP/14283)for transport to the train for return to the Moab site and inspect the containers for RRM. No visible accumulation of RRM shall be permitted. Minimize the carry back of RRM in containers returning from Crescent Junction.

g. Transfer the unloaded containers from the haul truck to the train.

C.4.2.5 DISPOSAL CELL PLACEMENT AND COMPACTION

The Contractor shall conduct all disposal cell operations at Crescent Junction in accordance with the Final Remedial Action Plan (RAP) and Remedial Action Inspection Plan (RAIP), approved by the NRC. The Contractor shall submit to DOE an annual Interim Completion Report on RRM disposed.

a. In performing disposal placement and compaction activities, the Contractor shall:

(1) Prepare and dispose of all RRM wastes generated under this PWS. This includes placement and compaction of RRM in accordance with the RAP**.**

(2) The Contractor shall minimize the stockpiling of RRM at Crescent Junction. The Contractor shall optimize the placement of RRM to avoid the need for fill. The placement of higher activity RRM shall be placed in the lower lifts of the disposal cell to the extent possible, leaving lower activity RRM placement in the upper levels. The Contractor shall maximize the use of available disposal cell space in the placement of debris.

(3) Manage the RRM moisture content to achieve the RRM placement criteria, as specified in the RAP and the RAIP.

(4) Install and maintain standpipes per the RAP.

b. Debris Placement - debris shall be placed and compacted, then covered with a layer of RRM, as specified in the NRC-approved RAIP.

c. If the Contractor determines that it is advantageous to not size reduce the debris or the oversized debris and autoclaves, the Contractor shall, with DOE approval:

(1) Coordinate with DOE, in providing information for DOE to submit a request to the NRC for a waiver to the RAIP requirements for sizing material to be placed in the disposal cell, prior to excavating and transporting the debris, oversized debris, and autoclaves.

(2) Unload the debris, oversized debris, and autoclaves.

(3) When the autoclaves are delivered to the Crescent Junction disposal cell, they must be filled with DOE-approved flowable fill so that no voids exist in the vessels when placed in the cell per the approved waiver.

C.4.2.6 DISPOSAL CELL EXCAVATION AND CONSTRUCTION

The Contractor shall excavate, construct, and maintain the remaining disposal cell phases, run-off controls (e.g. the “wedge”), containment ponds, etc. as specified in the approved RAP. Any proposed changes to cell design must meet the RAP requirements and must have Design Authority and DOE approval prior to implementation.

The Contractor shall construct a temporary Radiological Buffer Area (RBA) for the dumping of RRM and contamination control. The RBA may be removed and reconstructed as necessary to support cell operations.

C.4.2.7 DISPOSAL CELL INTERIM AND FINAL COVER

The Contractor shall construct and maintain the interim and final covers for the disposal cell, according to the specifications in the approved RAP and subsequent RAP modifications.

If the Contractor determines that it is advantageous to use an alternative method for interim or final cover construction the Contractor shall, with DOE approval, coordinate with DOE in providing information for DOE to submit a request to the NRC for a change to the RAP requirements for cell construction.

The Contractor shall ensure that the interim cover is kept free of vegetation or organic material. Any proposed changes to disposal cover materials (e.g. material source selection) must meet the RAP requirements and must have Design Authority and DOE approval prior to implementation.

C.4.2.8 DUST CONTROL AT CRESCENT JUNCTION

The Contractor shall use water from the construction water pond at Crescent Junction for dust control, compaction; and, any other activities at Crescent Junction requiring non-potable water.

C.4.3 TRANSPORTATION

The Contractor shall, in a safe and compliant manner transport debris, tailings, and other contaminated materials from activities associated with this PWS as RRM at the Crescent Junction disposal cell.

a. The Contractor shall comply with the September 2005 Moab Uranium Mill Tailings ROD, the Amended ROD dated February 2008, and any future amendments to transport materials as well as the RAP and the Special Permit.

b. The Contractor shall be responsible for entering into arrangements with a Transportation Service Provider (TSP) for the transportation of the RRM, using rail cars provided by the Contractor and coordinating shipments with the TSP. Bills of lading shall be cross-referenced so that the Government benefits from applicable volume rates.

c. Transport oversized material (debris) from the Moab site to Crescent Junction using trucks or rail. The Contractor shall be responsible for providing tractors and trailers as needed for conveyance of RRM, including oversized debris, by truck to Crescent Junction.

d. The Contractor shall develop, maintain, and implement a Transportation Plan, which describes modes of transport for various materials, necessary permits, interfaces, and approvals. The Plan shall describe how the Contractor will comply with DOE O 460.1 while onsite, and also with Department of Transportation Regulations at Title 49 of CFR applicable to the transportation offsite. The Contractor shall review the Transportation Plan annually, or more frequently, to document changing site conditions, and submit any updates to DOE for approval.

e. The Contractor shall, as the operating entity, obtain and maintain all required highway (Utah Department of Transportation) and rail transportation permits and agreements for the transport and disposal of RRM on behalf of DOE. See Section J, Attachment J-2 for a list of the permits. The highway transportation of RRM shall be in compliance with U.S. Department of Transportation special permit (DOT/SP/14283) for the transportation of radioactive materials.

f. The Contractor shall pay all costs in obtaining the permits, as well as any fines or penalties for non-compliances as a result of its actions.

C.4.4 OPERATIONS SUPPORT

The Contractor shall provide ongoing project support necessary for performance of the PWS at the Moab Project sites. The RAC shall coordinate with the other prime contractor performing remediation work,, as necessary, to ensure safe and efficient Project execution. The Moab UMTRA Project Services in Section J, Attachment J-10, the Partnering Agreement, and the Moab UMTRA Project Contractor Roles and Responsibilities provide information on the complementary roles and responsibilities between the RAC and the other prime contractor performing remediation work.

C.4.4.1 REGULATORY COMPLIANCE

The Moab Project is regulated under Title I of the Uranium Mill Tailings Radiation Control Act of 1978. The state of Utah regulations address related fugitive dust emissions and storm water pollution prevention. The Moab Uranium Mill Tailings ROD, dated September 2005, and the Amended ROD for the Remediation of the Moab Uranium Mill Tailings, Grand and San Juan Counties, Utah, dated February 29, 2008, apply to the Moab activities. The Contractor in the performance of this PWS shall:

a. Comply with these and all other applicable regulatory agreements, laws, and requirements including the RAP.

b. Obtain and be named as the responsible party on all permits required for excavation and transportation of RRM under this contract. (See Section J, Attachment J-2," List of RAC Permits and Agreements".)

c. Provide information and data to DOE to apply "supplemental standards" (40 CFR 192.21) when necessary (e.g., to off-pile area).

C.4.4.2 SAFEGUARDS AND SECURITY

The Contractor shall administer the RAC Safeguards and Security (S&S) Program for the Moab and Crescent Junction sites in accordance with the Department of Energy (DOE) directives, DOE contract requirements document (CRD), and site-specific S&S Security Plans and procedures approved by the DOE, ODFSA.

The Contractor S&S program shall incorporates a risk-based approach to protect assets and activities against the consequences of attempted theft, diversion, terrorist attack, industrial sabotage, radiological sabotage, chemical sabotage, biological sabotage, espionage, unauthorized access, compromise, and other acts that may have an adverse impact on national security, the environment, or pose significant danger to the health and safety of DOE Federal and contractor employees or the public, in accordance the DOE Design Basis Threat (DBT).

The Contractors S&S Program shall ensure:

a. Effective interfaces are performed between safety and security before changes are made
b. Protection of DOE assets against any applicable DBT
c. Identification of DOE assets and operations requiring protection, per the DBT

d. S&S plans have effective procedures for implementation by the security organization
e. The security organization can demonstrate implementation of S&S plans and procedures
f. The corrective action program is utilized to input, track, trend, and correct S&S issues
g. Integration of systems, technologies, programs, equipment, supporting processes to ensure adequate protection of DOE assets and operations

h. The Contractor shall ensure that sufficient personnel are appointed/assigned to implement the following S&S topic areas, consistent with the requirements of DOE Order 470.4:

(1) S&S Program Planning: The Contractor shall ensure compliance and integration with other Moab Project S&S plan(s) to maintain and implement and effective:
- (i) ODFSA approved S&S plan
- (ii) Security conditions (SECON) program
- (iii) Performance assurance program, as applicable
- (iv) Survey, review and self-assessment program

(2) S&S Program Management Operations. The Contractor shall comply with the other Moab Project S&S plan(s) to maintain, and implement an effective:
- (i) Foreign ownership, control, or influence (FOCI) program
- (ii) Facility clearance and registration of S&S activities
- (iii) S&S awareness training program
- (iv) S&S training program
- (v) Restrictions on the transfer of security funded technologies program
- (vi) Process for requesting exemptions and equivalencies for S&S programs.

(3) Protective Force Operations. The Contractor shall staff, develop, maintain, and implement an effective ProForce program, and integrate the ProForce operations program with other Moab Project S&S plan(s) for:
- (i) Management
- (ii) Training
- (iii) Administration
- (iv) Performance testing

(4) Physical Protection. The Contractor shall staff, develop, maintain, and implement an effective Physical Protection program, and integrate the physical protection program with other Moab Project S&S plan(s) for the following, where applicable:
- (i) Access controls
- (ii) Intrusion detection and assessment systems
- (iii) Barriers and delay mechanisms
- (iv) Testing and maintenance
- (v) Communications

(5) Information Security. The Contractor shall staff, develop, maintain, and implement an effective Information Security and Classification program, and integrate the information security program with other Moab S&S plan(s) for identification and protection of controlled unclassified information, including official use only information; unclassified controlled nuclear information; and export-controlled information.

(6) Personnel Security. The Contractor shall staff, develop, maintain, and implement an effective Personnel Security program, and integrate the personnel security program with other Moab Project S&S plan(s) for:
   (i) Access authorizations
   (ii) Badging (provided by other contractor. The RAC shall provide the required documentation to the badging contractor for the issuance of project site access badges; see Section J, Attachment J-10, "Moab Project Services". RAC shall bear the cost of providing required information and documentation.
   (iii) The RAC shall ensure badges are worn and displayed in accordance with requirements
   (iv) S&S awareness training program

(7) Foreign Visits and Assignments (FV&A). The Contractor shall staff, develop, maintain, and implement an effective FV&A program, and integrate the FV&A program with other Moab Project S&S plan(s) for:
   (i) Sponsor program management and administration
   (ii) Counterintelligence requirements
   (iii) Export controls and technology transfer
   (iv) Security plan requirements
   (v) Approval, periodic assessments, and reporting

The Contractor shall ensure that all S&S personnel appointed/assigned to perform the duties listed above have appropriate access authorization, requisite knowledge, experience, and qualifications; required equipment and information technology resources; and interface agreements prior to assuming their duties in support of the overall S&S program. The Contractors shall ensure these personnel are not assigned other tasks that have the potential to impact the performance of their primary S&S duties.

The contractor shall ensure that interfaces and necessary interactions between S&S programs and other disciplines such as off-site response, safety, emergency management, classification, counterintelligence, facility operations, cyber operations, and business and budget operations including property management are clearly identified, defined, documented, and approved.

C.4.4.3 SITE SUPPORT

The Contractor shall provide support and assistance to DOE for data calls, which may occur once a month or more often. The Contractor shall also provide the following:

a. Information, documentation, and other assistance in responding to issues regarding both sites, such as mineral rights, water rights, Bureau of Land Management (BLM) and Department of Transportation (DOT) processes, and other similar issues that pertain to the contractor's activities at the sites.

b. Support to public involvement and stakeholder interaction. This occurs on average quarterly or less.

c. Provide personal protective equipment (PPE) (hard hats, safety glasses, and safety vests) as appropriate, for workers, and at least 10% of Contractor owned PPE for DOE, other contractors,

and visitors who require access to site areas. DOE and other visitors may require access to site areas an average of twenty-five visits per month.

C.4.4.4 WORKER SAFETY AND HEALTH

The Contractor shall maintain and implement a Worker Safety and Health Program to ensure protection of the workers, the public, and the environment. As a part of the Program:

a. The Contractor shall maintain a site-wide 10 CFR 851 compliant Worker Safety and Health Program (WSHP) and implement the site safety standards for all common work practices (Section J, Attachment J-10, "Government-Furnished Services").

   (1) The Contractor may choose to integrate and standardize programs for worker safety and health where there are similar hazards, requirements, and worker expectations with the other onsite contractor performing work.

   (2) The Contractor shall review the WSHP annually, or more frequently, to document changing site conditions, and submit any updates to DOE for approval. The Contractor shall inform DOE in writing that there are no changes in the currently approved program.

   (3) The Contractor shall ensure integration of the WSHP with all other related site-specific worker protection activities and include it as part of the Integrated Safety Management System.

   (4) The Contractor's Health and Safety Program shall include qualified safety and health staff, worker rights, hazard identification, hazard prevention and abatement, training and information, recordkeeping and reporting.

   (5) The Contractor shall ensure the WSHP is applicable to all subcontractors working at the Moab Project.

   (6) The Contractor shall provide representatives to attend regular site safety and health program meetings.

b. The Contractor shall identify and establish worker safety and health training requirements for site workers. The Contractor shall ensure that all workers receive the appropriate training commensurate with regulatory requirements, site safety hazards, and job hazards.

   (1) Training services are offered by another onsite contractor and these services are available to the RAC. In accepting the training provided by another contractor, the RAC is declaring that the training provided is adequate and approved by the RAC.

   (2) The RAC shall maintain training records and data pertaining to training activities for personnel and subcontractors.

c. The Contractor shall provide medical monitoring for workers compliant with 10 CFR 851.

d. In addition to the WSHP maintain the Project-wide Health and Safety Plan (HASP), and flow-down the requirements to subcontractors and other contractors performing work onsite (see Section J, Attachment J-10, "Moab UMTRA Project Services").

e. The Contractor shall develop and submit for DOE approval a documented Emergency Management Program consistent with DOE O 151.1 which shall include a description of the Contractor's Emergency Response Organization. The Contractor's Emergency Response Organization shall include trained and certified medical emergency response personnel.

f. The Contractor shall develop a Continuity of Operations Plan (COOP) consistent with DOE O 150.1 for DOE approval.

g. The Contractor shall develop a documented Fire Protection Program, including but not limited to Emergency Response, which complies with DOE O 420.1.

h. The Contractor shall identify and assign an "on-call Manager" to respond to emergencies and events during after-hours, including nights and weekends.

i. The Contractor shall comply and implement any applicable environmental requirements and cleanup requirements. The Contractor shall be responsible for obtaining and maintaining applicable permits required to perform their work. Permits shall be managed to ensure no lapses in renewal.

j. The Contractor shall provide information as requested by the DOE for the completion of the Annual Site Environmental Report (ASER), Site Sustainability Plan (SSP), and Environmental Management System (EMS) manual.

k. The Contractor shall provide Safety Basis Documents per applicable requirements.

l. Implement a lesson learned program that:

(1) Is structured to identify and apply available lessons learned in safety, quality, and performance to Moab Project operations.

(2) Captures, documents, and provides lessons learned for future applications by others.

(3) Is provided for external distribution to the DOE Corporate Lessons Learned Database, when a significant lessons learned event occurs.

m. The Contractor shall provide access to contractor(s) performing hillside monitoring and equipment operations (see Section J, Attachment J-10, "Moab UMTRA Project Services"). The Contractor shall implement rockslide mitigation activities at the Moab rail bench and issue daily "go no-go" notifications. In the event that the hillside monitoring equipment is not functioning, the RAC shall provide rock spotters during hillside operations. The monitoring reports are provided but it is the responsibility of the RAC to ensure safe conditions on the rail bench for operations.

C.4.4.5 INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS)

The Contractor shall maintain and implement an ISMS program that complies with the Section I clause DEAR 970.5223-1, *Integration of Environment, Safety, and Health into Work Planning and Execution*. As a part of the ISMS program, the Contractor shall:

a. Ensure all work is performed safely and in a compliant manner that assures protection of the workers, public, and the environment.

b. Review the ISMS program per DOE O 226.1, and update the ISMS as necessary. Submit all updates to DOE.

c. Establish, document, and implement Performance Objectives, Measures, and Commitments (POMCs) annually per Section I clause DEAR 970.5223-1.

d. On an annual basis, review and update, for DOE approval, POMCs.

C.4.4.6 RADIATION PROTECTION, RADIATION SERVICES

a. The Contractor shall maintain a documented 10 CFR 835 compliant Radiation Protection Program (RPP).

(1) The content of the RPP shall be commensurate with the nature of the activities performed, and include formal plans and measures for applying the as low as reasonably achievable (ALARA) process to occupational exposure.

(2) The Contractor shall review the Radiation Protection Program per 10 CR 835.101.

b. The Contractor Radiation Protection Program shall include:

(1) The Moab Project Site Dosimetry Program, which shall provide the distribution, collection, and analysis of personnel external dosimeters for all onsite contractor personnel, DOE, and visitors.

(2) The Moab Project Site Internal Dosimetry Program for urine bioassay including the distribution, collection, analysis of bioassay kits for all onsite contractor personnel, and DOE personnel.

(3) The Moab Project Site Instrumentation Program. (See Section J, Attachment J-5, which lists the Government-Furnished Property and Information)

(4) The Moab Project Site Radiological Records Program.

c. The Contractor shall collect, maintain, and report data for:

(1) Worker internal and external dosimetry;

(2) Environmental dosimetry;

(3) Compliance with the required radiological monitoring; and,

(4) Adequacy of site radiological control programs in protecting the health and safety of workers, the public, and the environment.

d. The Contractor shall provide PPE as appropriate, for workers, DOE, and visitors who require access to radiological areas of the Moab and Crescent Junction sites. DOE and other visitors require access on an average of twenty-five visits into the Contamination Area each year. The Contractor shall ensure that all persons (workers and visitors) entering a Contamination Areas (CA) is provided radiologically clean PPE upon each entry. Any laundered PPE shall be done so in accordance with “free-release” requirements. PPE in need of repair shall not be re-used.

e. If required by the Task Order, the Contractor shall manage and maintain the Project’s Air Monitoring Program (in compliance with 10 CFR 458.1), which monitors for radon and direct gamma radiation.

C.4.4.7 QUALITY ASSURANCE/QUALITY CONTROL

a. The Contractor shall submit a Quality Assurance Plan (QAP) that implements Quality Assurance (QA) program requirements identified in Section E using a graded approach for DOE approval.

The graded approach shall be documented and submitted for DOE approval as a standalone document or combined with the QAP.

b. The Contractor shall implement a Contractor Assurance System that meets the requirements of DOE O 226.1. The Contractor shall submit a Contractor Assurance System (CAS) description as required by DOE O 226.1 for DOE review and approval, and provide a Quarterly RAC CAS Report providing information and data on the effectiveness of performance.

c. The Contractor shall perform Quality Assurance Management and Self Assessments and Surveillances, and allow the DOE access for purposes of performance of oversight activities.

d. The RAC shall develop an Integrated Assessment Schedule that outlines, by quarter, the assessments of the RAC operations planned to be performed. Assessed activities shall include safety, operations, compliance, documentation, and other aspects of the Project at each Project site. The schedule shall be developed annually and updated quarterly.

e. The Contractor shall provide a Professional Engineer licensed in the State of Utah to propose design modifications or changes in accordance with the RAP and the QAP and provide notification to DOE before implementing any modifications or changes.

C.4.4.8 RECORDS MANAGEMENT, TRANSFER, AND DISPOSITION

Records generated under this PWS are the property of DOE.

a. The Contractor shall manage all records (regardless of media) generated/received in the performance of the Contract, including records obtained from a predecessor contractor (if applicable), in accordance with 44 U.S.C. 21; 44 U.S.C. 29; 44 U.S.C. 31; 44 U.S.C. 33; 44 U.S.C. 36; 36 CFR Chapter XII, Subchapter B, *Records Manage*ment; DOE Order 243.1, *Records Management Program*; and any other DOE requirements as directed by the CO. All records (in all formats, including email) subject to the management of the contractor (e.g., records in support of its operation), are to be inventoried, scheduled and dispositioned in accordance with federal laws, regulations, and DOE Directives.

b. The Contractor shall transfer and disposition records in accordance with the Moab UMTRA Project Records Management Plan.

c. Except for those defined as contractor-owned (in accordance with Section I clause 970.5204-3, *Access to and Ownership of Records*), all records (see 44 U.S.C. 3301 for the statutory definition of a record) acquired or generated by the Contractor in the performance of this Contract including, but not limited to, records from a predecessor contractor (if applicable) and records described by the Contract as being maintained in Privacy Act Systems of Records shall be the property of the Government.

d. The Contractor shall develop and maintain up-to-date records inventories, or follow and contribute to the Moab UMTRA Project records inventory that provide for the identification, location, arrangement, assignment of a NARA-approved records disposition schedule and

authority for all categories (record series), ownership, quality assurance, Privacy Act system of records, essential (vital) records, etc., of records created and received. The records and essential (vital) record inventories shall be submitted to the DOE for incorporation into the Moab UMTRA Project File Plan annually.

e. The Contractor shall ensure all records (including email) are created electronically (born digital) to the greatest extent possible, those that are scanned must meet all NARA and Moab UMTRA Project requirements for electronic records, including the associated metadata and management of hard copy records after digitization. All records shall be scheduled and turned over in electronic format to the DOE to ensure the proper management and disposition of the records (e.g., case file, project, chronologic, numerical, and alphabetical) in accordance with NARA-approved Records Disposition Schedules.

f. All audiovisual records shall meet NARA requirements (see 36 CFR 1237 and NARA Bulletins for specific requirements), including proper captioning the photographs through embedded metadata and/or external metadata (e.g., date of photograph, program, site, detailed description, names of individuals).

g. The Contractor shall manage records contained in electronic information systems (EIS) by incorporating recordkeeping controls into the system or export the records into a recordkeeping system 36 CFR Part 1236, Electronic Records Management. The Contractor shall design and implement migration strategies to counteract hardware and software dependencies of electronic records whenever the records must be maintained and used beyond the life of the information system in which the records are originally created and captured. The Contractor shall provide a list of all EIS' to DOE annually utilizing the Moab UMTRA Project format provided by DOE.

h. The Contractor shall respond to records management data calls by DOE as requested and process record requests for the FOIA, the Privacy Act, the former worker medical screening program, the Chronic Beryllium Disease Prevention Program, congressional inquiries, legal discoveries and other record requests (e.g., training, personnel, exposure, project, incident reports, and visitor's logs).

i. At the completion of the Contract, the Contractor shall ensure all Federal records are transferred to the DOE in accordance with this section.

C.4.4.9 REAL PROPERTY

The Contractor shall, in accordance with Section H clause, *Real Property Asset Management*, comply with DOE Order 430.1, *Real Property Asset Management*, managing real property in a safe, secure, cost-effective, and sustainable manner. The Contractor shall input and maintain all data required to be included in the Facility Information Management System. (FIMS). This also includes providing reliable FIMS information that is current, complete, and accurate on real property holdings, enabling informed decision making in the planning, budgeting, operation, maintenance, and disposal of real property to the DOE upon request.

In accordance with DOE Order 430.1, *Real Property Asset Management*, real property assets must be sustained by maintenance, repair, and renovation activities to ensure: mission readiness; operational safety; worker health, environmental protection and compliance; security; and property preservation to cost-effectively meet program missions. Section I clause FAR 52.245-1, *Government Property*, applies.

C.4.4.10 PERSONAL PROPERTY

The Contractor shall manage all personal property assigned/Government-Furnished Equipment (GFE) in accordance with 41 CFR 109, 41 CFR 102 and FAR 52.245-1. The Contractor shall also routinely provide data to DOE to maintain the Property Information Database System (PIDS).

Section I clause FAR 52.245-1, *Government Property,* applies to Section J, Attachments J-5, "Government-Furnished Property and Information List", J-12, "List of Maintenance Requirements and Frequency incl. Equipment and Facilities", and J-14, "Government-Furnished Container Inventory". Unless waived in writing by the Contracting Officer, all property acquired by the Contractor for use on this Contract is a "deliverable end item" as that term is used in FAR 52.245-1(e). Where a Request for Task Order Proposal is missing any property in possession of the Contractor, the Contractor shall propose it as an update to Task Order Section J.

The Government provides office space and telecommunication services (telephone and internet), any available GFP (office furnishings, manuals, computers, monitors, printers, and other office equipment), and access to Government computer and telephone systems for the Contractor's personnel at the DOE Moab and Crescent Junction Sites. The Government will also provide office space and access to the Government computer systems for the Contractor's personnel specifically working on this Contract at the DOE Grand Junction location. The Contractor shall have the facilities and other required resources needed to support its activities other than those specified above to be furnished by the Government.

C.4.4.11 SAFETY CULTURE

The Contractor shall:

a. Adopt and continuously improve organizational culture, Safety Culture, and Safety Conscious Work Environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to, the Employee Concern Program; the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution.

b. Continuously promote a work environment where employees are encouraged to raise concerns. The Contractor shall define expectations, rigorously reinforce those expectations, and take actions to mitigate the potential for a chilling effect.

c. Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well-communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE.

d. Champion a culture that promotes proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement.

e. Champion a culture that emphasizes the following safety culture attributes:

   (1) Demonstrated safety leadership

   (2) Risk-informed, conservative decision making

   (3) Management engagement and time in the field

   (4) Staff recruitment, selection, retention, and development

(5) Open communication and fostering an environment free from retribution

(6) Clear expectation and accountability

(7) Personal commitment to everyone's safety

(8) Teamwork and mutual respect

(9) Participation in work planning and improvement

(10) Mindfulness of hazards and controls

(11) Credibility, trust, and reporting errors and problems

(12) Effective resolution of reported problems

(13) Performance monitoring through multiple means

(14) Use of operations experience

(15) Questioning attitude.

f. Participate in all Safety Culture Workforce Surveys as requested by DOE.

g. The Contractor shall develop, submit, and implement a DOE Employee Concerns Program meeting the requirements of DOE O 442.1, *Department of Energy Employee Concerns Program*.

h. The Contractor shall prepare and submit to DOE quarterly and annual Employee Concerns Status Reports for lessons learned and identification of possible adverse trends.

C.4.4.12 INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES

The Contractor shall maintain a fleet management program for the Moab Site that complies with Section H clause DOE-H-2072, *Use of Government Vehicles by Contractor Employees*. The Contractor shall manage the fleet of the Government-owned and/or the Contractor's GSA-leased motor vehicles, to include, but not limited to, scheduling vehicle repair and modification services as required; performing record keeping; managing vehicle assignments; and ensuring vehicle utilization. For Government-owned motor vehicles, see Moab, UT Equipment list and Crescent Junction, UT Equipment list in Section J, Attachment J-5, "Government-Furnished Property and Information List".

C.4.4.13 CONDUCT OF OPERATIONS

The Contractor shall:

a. Establish a Conduct of Operations (CONOPS) Program using the graded approach to CONOPS requirements and attributes identified in DOE O 422.1, Conduct of Operations;

b. Complete causal analyses and corrective actions for High, Low, and Informational Level reports, in accordance with DOE O 232.2, Occurrence Reporting and Processing of Operations Information, in the QAP;

c. Develop and submit for DOE approval a Conduct of Operations Matrix per DOE O 422.1.

d. The CONOPS Program shall include the Contractor's implementing process or procedure for activity level work planning and control that achieves the following goals:

(1) Applies to all facilities and is not limited to nuclear facilities and activities.

(2) Protects the worker, the public, and the environment by scoping, planning, scheduling, and preparing in a manner that results in the safe execution of work.

(3) Mitigates or eliminates the hazards associated with the work.

(4) Identifies the impact of work to the facility and work groups, and plan, control, and execute the work without incurring unanticipated issues resulting from the work.

(5) Maximizes efficiency and effectiveness of Moab Project personnel and material resources.

(6) Maximizes availability and reliability of facility equipment and systems.

(7) Maximizes continuous feedback and improvement, including worker feedback mechanisms.

C.05 SITE RESTORATION AND CLOSURE

In addition to the requirements specified in Section C.4.2, the Contractor shall complete the following actions. These actions shall be completed concurrent with or upon completion of the activities identified in Section C.4.2 as appropriate.

a. Characterize the sub-pile (native soils contaminated above 40 CFR 192 standards and up to 3' below the RRM pile) and below the sub-pile (i.e. any soils and materials beyond the 3' depth), and the off-pile areas at Moab to determine the extent of contamination above 40 CFR 192 standards. Also characterize the areas outside of the disposal cell boundaries at Crescent Junction to determine the extent of any contamination.

b. Complete the excavation and disposal, as necessary, of the RRM in the sub-pile, below the sub-pile, in the off-pile areas of the Moab site, and outside of the disposal cell boundaries at Crescent Junction in order to meet the remediation standards of 40 CFR 192, Subpart A and the RAP. The sub-pile is estimated to be 3 feet below the floor (defined by the interface of the lower section of the tailings and upper section of the native undisturbed stratigraphy), and is the RRM that meets 5 or 15 pCi/g as defined in 40 CFR 192, Subpart A.

c. Verify the soil cleanup standards in 40 CFR 192 have been met. The Contractor shall:

(1) Support independent verification by DOE and/or other outside entity of soil remediation;

(2) Support completion report preparation for each off-pile area to DOE within 60 days after verification sampling is completed;

(3) Provide information and data to the DOE to apply "supplemental standards" (40 CFR 192.21) when necessary (e.g., to off-pile area). Such supplemental standards applications shall be approved by DOE and applied accordingly by the Contractor.

d. Removal and disposition of all site structures, including but not limited to the Atlas building, maintenance facilities, lidding/de-lidding building, decontamination pad, office and other trailers, roadways and parking lots, block wall on the rail bench, fences, guard kiosks, and utilities. Disposition may include placement in the disposal facility or free-release as appropriate and practicable.

e. Disposition all equipment, including but not limited to gantry cranes, reach-stackers, containers, trucks, graders, and tracked machinery. Disposition may include placement in the disposal facility or free-release as appropriate and practicable.

f. Disposition all office furniture and equipment, instruments, radios, and supplies. Disposition may include placement in the disposal facility or free-release as appropriate and practicable.

g. Complete the construction of the Crescent Junction disposal facility final cover.

h. Complete the final grading of the Moab and Crescent Junction sites including the Moab Wash and the Wedge and run-off structures at Crescent Junction.

i. Dispose of all non-RRM materials and waste, including but not limited to the Fernald rail located at Crescent Junction.

j. Complete revegetation of the disturbed areas at Moab and the Crescent Junction sites using a mixture of riparian and desert native plants.

k. Remove and disposition rail sidings at Moab and Crescent Junction.

l. Develop and implement Final Status Survey Plans for Moab and Crescent Junction and coordinate with the DOE for final Independent Verification.

m. Complete all final closure reports and documentation.

n. Support transfer of specific operations to the Office of Legacy Management.

o. Support the transfer of property to an entity to be determined by DOE.

p. If required by the Task Order, complete revegetation actions and implement revegetation plans for areas outside of the Contamination Area.

C.06 VICINITY PROPERTIES

Vicinity Properties (VPs) are separate from the former Atlas mill processing site (Moab Site) or the Crescent Junction disposal site and are located in the local Moab community. VPs became contaminated when RRM, originating from the former mill site, was placed/transported to these properties through past activities.

There is one currently known VP for the Moab Project with contamination requiring remediation. Materials identified at the VP site requiring remediation is limited to soils and debris. Other contaminated materials were removed previously. The Contractor shall remove these contaminated materials, approximately 25 cubic yards, and transport them to the Moab site for management with the RRM onsite.

C.07 CONTRACT TRANSITION

The Contractor shall provide a safe, effective, and efficient transfer of responsibility for execution of the Contract that maintains continuity of operations and avoids or minimizes disruptions, which could affect accomplishment of the mission.

The main goal of the transition process is to ensure a full understanding of the terms and conditions of the Contract by the Contractor and that the Contractor can demonstrate readiness to assume responsibility seamlessly prior to assumption of full responsibility for Contract execution. The Contractor shall perform all activities to support transition, including but not limited to, system walk-downs; procurement; review and acceptance of programmatic and operational documents and procedures; and shall verify the successful completion of transition requirements and Deliverables as listed in Task Order 1 – Transition,.

To ensure continuity of operations, the Contractor shall adopt, as applicable, the incumbent contractors' plans and implementing procedures, manuals and associated training/qualification curriculum, provided the Contractor has formally reviewed the documents to ensure compliance with contract requirements, current regulatory requirements, DOE Orders and directives, and the Contractors' organizational roles and responsibilities. The Contractor shall revise plans and implementing procedures, manuals and operator aids, and associated training/qualification curriculum it deems necessary to accommodate its technical approach, provided the documents remain in compliance with DOE requirements, and shall maintain its plans, procedures, programs, etc. in accordance with this PWS. The Contractor shall provide written notification to the CO of its intent to adopt existing programs and/or procedures prior to the end of contract transition.

The Contractor shall perform a due diligence review of the systems and environmental conditions within its assigned area of responsibility. The Contractor shall provide a written declaration of its formal acceptance of responsibility for the assigned scope, systems, and environmental/regulatory conditions.

The Contractor shall mobilize its Transition Management Team to the Sites no later than ten (10) calendar days after the Task Order effective date. The objective of the Transition period is to establish safety, operations, business, and human resources management that will enable the Contractor to deliver requirements on time and within established funding. At a minimum, the Transition Management Team shall complete the following within the Transition period:

a. Transition responsibility for all facilities, facility operations, and environmental permits;

b. Perform due diligence walk downs and assessments of facilities and other areas;

c. Modify, with DOE approval (as required), incumbent Contractor's plans and implementing procedures, manuals, and other documents, as well as associated training/qualification curriculum;

d. Hire and train all required staff;

e. Establish procurement processes; and

f. Perform other actions necessary to enable formal acceptance of responsibility for the approved task order scope within the Period of Performance of Task Order 1 – Transition.

The Contractor shall submit a Transition Plan as required by Task Order 1 – Transition. The Transition Plan describes the Contractor's process for conducting an orderly transition and minimizing any adverse impacts on continuity of operations. The plan shall include a schedule with defined milestones, milestone risks and the proposed approach to minimize the identified risks. The Transition Plan shall include a schedule and description of the activities necessary to transition the work from the incumbent contractor in a manner that:

a. Ensures all work which the new contractor shall be responsible for under the contract is continued without disruption

b. Provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor

c. Provides for the ability of the new contractor to perform the work in an efficient, effective, and safe manner.

d. Provides:
   (1) The planned strategy for developing required documents (including licenses and agreements);
   (2) A brief description of all involved organizations;
   (3) Planned execution of interface agreements with other site contractors and necessary Memoranda of Understanding (MOUs) with outside support organizations (e.g. NRC, Bureau of Land Management (BLM), etc.)

e. Establishes any transition interface agreements necessary between it and other site contractors/subcontractors to define necessary interface points, scope boundaries, and/or provisions of services, as required.

The Transition Plan shall address the transfer of Government property currently assigned to the incumbent contractor to the new contractor during the transition period including Government-furnished and contractor-acquired property (i.e. materials) and associated records.

The Transition Plan shall address coordination with other site entities and ensure continuation of services by the new contractor. The Contractor is responsible for performing due diligence to ensure that all activities, deliverables, and actions to be completed by the end of the transition identified in the PWS are included in the Transition Plan.

The Transition Plan shall include a description of the Contractor's implementation of human resource management consistent with Workforce Transition and Contractor Human Resources Management requirements as described in Section H, including:

a. Expected workforce composition demonstrating understanding of the preference in hiring requirements in Section H; and

b. Description of processes for handling labor standards determinations for work packages.

The Contractor shall submit a Graded Approach for Implementation of Contract Requirements Plan for DOE approval to streamline processes, apply a graded approach, and identify efficiencies and performance improvements (e.g., DOE directives, regulations, and others) that are critical to accomplishing the mission. The plan shall include a review and recommendations of changes to the current standards and implementing procedures for the elimination of requirements and/or streamline of processes. The Contractor shall interface with the other site Contractors on proposed changes, as necessary.

Within 72 hours following the award of Task Order 1 – Transition, the Contractor shall release on its own website a brief Executive Summary of its offer including the following elements (this posting is not subject to the routine DOE Public Release approval requirement):

a. Name of Contractor, including the identification of teaming partners and subcontractors and a description of the experience that each party brings to the project;

b. Summary/description of Contractor's Management Approach;

c. Organizational structure and identification of key personnel;

d. Contractor performance commitments;

e. Brief overview of Contractor's work on similar projects.